SOL	ICITATION/CONTRA OFFEROR TO COI					1000000000	-PR540		0110012	PAGE 0	1 2		
2. CONTRACT N	NO.	200	3. AWARD/ EFFECTIVE DA 01/07/2	INTERES.	NUMBER 95-P-2011				5. SOLICITATION NUM			6. SOLICITATION ISSUE DATE	
	OR SOLICITATION	a. NAME				1100	TELEPHONE			8. OFFER I	DUE DATE/	OCAL TIME	
9. ISSUED BY	ORMATION CALL:	Deborah		looose	I10 TH	HIS ACQUIS	516) 7	73.	5805	12 DISCO	INT TERMS		
9. ISSUED BY CODE 00095				UNRESTRICTED			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED						
	chant Marine					T ASIDE		% FOR	SEE SCHEDULE				
Divisio USMMA-5	n of Procurem	ent				X SMALL BUSINESS HUBZONE SMALL BUSINESS 8(A) NAICS: 541380 SIZE STANDARD: \$11.00			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)				
	amboat Road								13b. RATING				
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15. DELIVER TO	0	CODE	00095			DMINISTER	ED BY		RFQ IFB RFP CODE 0 0 0 9 5				
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TELEPHONE N		43-0500								555 BI 561	DEI OW		
17b. CHECK	IF REMITTANCE IS DIFFERE	NT AND PUT SUCH A	ADDRESS IN OFF	ER		IS CHECKE			S SHOWN IN BLOCK 18a. U DDENDUM	JNLESS BLOCK	BELOW		
19. ITEM NO.		SCHEDUL	20. E OF SUPPLIES	SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOU	NT	
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	Period of Pe	erformance	: 12/03/	/2010 to (06/30/201	11							
0001	Class of 2011 Testing: 88 ea.@ \$41.00									8,	400.0	0	
	Class of 2013 Testing: 118 ea. @ \$41.00				00								
	Class of 201	4 Testing	: 167 ea	a. @ 41.00	O								
	Shy Bladder	Testing:	\$85.00/1	nr x 6 hou	urs								
	The total am	ount of the	he orde	for the	performa	ance							
	period cover	ed is \$15	,803.00	(subject	to								
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30b. NAME A	ND TITLE OF SIGNER (Ty	pe or Print)		30c. DATE SIGN	ED 31b	1000	F CONTRA		G OFFICER (Type or prin	it)	31c. DA	TE SIGNED	
	PARTITE SIGNA				COLUMN TO THE STREET		lian I			10 m 10 m	100000000000000000000000000000000000000	7/2011	
	FOR LOCAL REPROPUL										1		

FAR 52.232-18 Availability of Funds, applies to this order. The Federal Covernment is currently operating under a Continuing Resolution (CR) which limits the availability of funding to the period covered by the CR. As a result, the total funding authorized under this order at this time is \$8,400.00 through December 17, 2010. Additional funding will be added via future modification(s). DUNS: 171992712 REMIT TO: SAME AS ABOVE CONTACT: DEBORRH PORTER, CONTRACT SPECIALIST S16-773-5805 INVOICE INQUIRIES: BARBARA MARTOS 405-954-1219 MARKVIEW INVOICES: RICK SAGER The total amount of award: \$8,400.00. The obligation for this award is shown in box 26. 325 BUDWATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 326 BUDWATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 327 BUDWATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 328 MALING AUTHORIZED GOVERNMENT REPRESENTATIVE 329 EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE 320 BUDWATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 321 SHEPP NAMEER 322 SHOWN AND AND AND AND AND AND AND AND AND AN	19. ITEM NO.		20. SCHEDULE OF SUPPLIE	S/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PR	RICE	24. AMOUNT	
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PARTIAL FINAL 38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 42b. RECEIVED AT (Location)	33. SHIP NUM	MBER	34. VOUCHER NUMBER		36. PAYM	IENT				37. CHECK NUMBER	
39. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 42b. RECEIVED AT (Location)			CORRECT FOR	CON	COMPLETE PARTIAL FINAL						
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 42a. RECEIVED BY (Print) 42b. RECEIVED AT (Location)							_				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 42b. RECEIVED AT (Location)	38. S/R ACC0	OUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY							
42b. RECEIVED AT (Location)	41a. I CERTIF	FY THIS ACCOUNT IS	CORRECT AND PROPER FOR PA	ASSUES ASSUES ASSUES	42a. R	ECEIVED B	Y (Print)			
42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS						42b. RECEIVED AT (Location)					
						42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS					

52.252-2 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far/

1

www	w.dot.gov/ost/m60	/tamar/tar.htm					
	52.212-3 52.212-4	Offeror Representations and Certifications - Commercial Items Contract Terms and Conditions - Commercial Items	FEB 2009 MAR 2009				
2	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS- COMMERCIAL ITEMS	APRIL 2009				
whi ord (1) (2)	 (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)). Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)). (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553). (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-8). 						
(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:							
[Co	ntracting Officer s	hall check as appropriate.]					
		restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (or g and $\underline{10~U.S.C.~2402}$).	Oct 1995)				
	(2) <u>52.203-13</u> , (41 U.S.C. 251	Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title note).	VI, Chapter 1				
	(3) <u>52.203-15,</u> 1553 of Pub. L.	Whistleblower Protections Under the American Recovery and Reinvestment Act of 20 . 111-5).	009 (Section				
	_ (4) <u>52.204-11</u> ,	American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pu	ıb. L. 111-5).				

(6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the

(5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[Con	tracting Officer shall check as appropriate.]
	(7) [Reserved]
X	(8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
	(ii) Alternate I (Oct 1995) of <u>52.219-6</u> .
	(iii) Alternate II (Mar 2004) of <u>52.219-6</u> .
	(9)(i) <u>52.219-7</u> , Notice of Partial Small Business Set-Aside (June 2003) (<u>15 U.S.C. 644</u>).
	(ii) Alternate I (Oct 1995) of <u>52.219-7</u> .
-	(iii) Alternate II (Mar 2004) of <u>52.219-7</u> .
	(10) <u>52.219-8</u> , Utilization of Small Business Concerns (May 2004) (<u>15 U.S.C. 637(d)(2)</u> and (3)).
	(11)(i) <u>52.219-9</u> , Small Business Subcontracting Plan (Apr 2008) (<u>15 U.S.C. 637(d)(4)</u>).
	(ii) Alternate I (Oct 2001) of <u>52.219-9</u> .
1	(iii) Alternate II (Oct 2001) of <u>52.219-9</u> .
	(12) <u>52.219-14</u> , Limitations on Subcontracting (Dec 1996) (<u>15 U.S.C. 637(a)(14)</u>).
	(13) <u>52.219-16</u> , Liquidated Damages—Subcon-tracting Plan (Jan 1999) (<u>15 U.S.C. 637(d)(4)(F)(i)</u>).
	(14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
	(ii) Alternate I (June 2003) of <u>52.219-23</u> .
	(15) <u>52.219-25</u> , Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and <u>10 U.S.C. 2323</u>).
	(16) <u>52.219-26</u> , Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and <u>10 U.S.C. 2323</u>).
S	(17) <u>52.219-27</u> , Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
·	(18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
X	(19) <u>52.222-3</u> , Convict Labor (June 2003) (E.O. 11755).
Х	(20) 52 222-19. Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

[Cont	tracting Officer shall check as appropriate.]
X	(21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
X	(22) <u>52.222-26</u> , Equal Opportunity (Mar 2007) (E.O. 11246).
	(23) <u>52.222-35</u> , Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (<u>38 U.S.C. 4212</u>).
X	(24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
	(25) <u>52.222-37</u> , Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (<u>38 U.S.C. 4212</u>).
	(26) <u>52.222-39</u> , Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
	(27) <u>52.222-54</u> , Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in <u>22.1803</u> .)
	(28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
	(ii) Alternate I (May 2008) of $\underline{52.223-9}$ ($\underline{42 \text{ U.S.C. } \underline{6962(i)(2)(C)}}$). (Not applicable to the acquisition of commercially available off-the-shelf items.)
	(29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
	(30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
24	(ii) Alternate I (DEC 2007) of <u>52.223-16</u> .
	(31) <u>52.225-1</u> , Buy American Act—Supplies (Feb 2009) (<u>41 U.S.C. 10a-10d</u>).
	(32)(i) <u>52.225-3</u> , Buy American Act—Free Trade Agreements—Israeli Trade Act (Feb 2009) (<u>41 U.S.C. 10a-10d</u> , <u>19 U.S.C. 3301</u> note, <u>19 U.S.C. 2112</u> note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
	(ii) Alternate I (Jan 2004) of <u>52.225-3</u> .
	(iii) Alternate II (Jan 2004) of <u>52.225-3</u> .
·	(33) <u>52.225-5</u> , Trade Agreements (MAR 2009) (<u>19 U.S.C. 2501</u> , et seq., <u>19 U.S.C. 3301</u> note).
	(34) <u>52.225-13</u> , Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
	(35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[Contracting Officer shall check as appropriate.]
(36) <u>52.226-5</u> , Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (<u>42 U.S.C. 5150</u>).
(37) <u>52.232-29</u> , Terms for Financing of Purchases of Commercial Items (Feb 2002) (<u>41 U.S.C. 255(f)</u> , <u>10 U.S.C. 2307(fl)</u> .
(38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
(39) <u>52.232-33</u> , Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) X (<u>31 U.S.C. 3332</u>).
(40) <u>52.232-34</u> , Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (<u>31 U.S.C. 3332</u>).
(41) <u>52.232-36</u> , Payment by Third Party (May 1999) (<u>31 U.S.C. 3332</u>).
(42) <u>52.239-1</u> , Privacy or Security Safeguards (Aug 1996) (<u>5 U.S.C. 552a</u>).
(43)(i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
(ii) Alternate I (Apr 2003) of <u>52.247-64</u> .
(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer shall check as appropriate.]
X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(3) <u>52.222-43</u> , Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. 351</u> , <i>et seq.</i>).
(4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(5) <u>52.222-51</u> , Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).
(6) <u>52.222-53</u> , Exemption from Application of the Service Contract Act to Contracts for Certain Services— Requirements (Feb 2009) (<u>41 U.S.C. 351</u> , <i>et seq.</i>).
(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
(8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (<u>41 U.S.C. 251 note</u>)).
- (ii) <u>52.219-8</u>, Utilization of Small Business Concerns (May 2004) (<u>15 U.S.C. 637(d)(2</u>) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
- (iii) <u>52.203-15</u>, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5). Applies to subcontracts funded under the Act.
 - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

- (v) <u>52.222-35</u>, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (vi) <u>52.222-36</u>, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (vii) <u>52.222-39</u>, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 - (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seg.).
 - (ix) <u>52.222-50</u>, Combating Trafficking in Persons (Feb 2009) (<u>22 U.S.C. 7104(g)</u>).
 - Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) <u>52.222-51</u>, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (<u>41 U.S.C.</u> <u>351</u>, *et seq.*).
- (xi) <u>52.222-53</u>, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (<u>41 U.S.C. 351</u>, et seq.).
 - (xii) 52.222-54, Employment Eligibility Verification (JAN 2009).
- (xiii) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009)
- (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause <u>52.247-64</u>.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)